

In the Matter of TRENTON GARMENT COMPANY and INTERNATIONAL  
LADIES' GARMENT WORKERS UNION, LOCAL 278

Case No. C-242.—Decided January 28, 1938

*Ladies' and Children's Undergarments Manufacturing Industry—Interference Restraint, or Coercion:* remarks derogatory to union; questioning employees regarding union membership; expressed opposition to labor organization; threats of retaliatory action if union activity continued—*Discrimination:* discharge of seven employees for union membership and activity—*Strike:* result of discharges—*Unit Appropriate for Collective Bargaining:* production workers—*Representatives:* proof of choice: membership application cards; majority not shown—*Collective Bargaining:* employer acted in good faith in the negotiations and honestly attempted an agreement with the union; charge that respondent refused to bargain collectively with union, dismissed—*Reinstatement:* not ordered—*Back pay:* awarded to seven employees discriminatorily discharged.

Mr. George J. Bott, for the Board.

Rosenburg & Painter, by Mr. J. A. Painter, and Mr. Frank C. Painter, of Jackson, Mich., and Mr. George J. Burke, of Ann Arbor, Mich., for the respondent.

Mr. Harold W. Schwartz, of Chicago, Ill., and Mr. Samuel B. Keene, of Detroit, Mich., for the Union.

Mr. Rawlings Ragland, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

On April 14, 1937, Harold W. Schwartz, on behalf of International Ladies' Garment Workers Union, Local No. 278, herein called the Union, filed with the Regional Director for the Seventh Region (Detroit, Michigan) a charge that Trenton Garment Company, Jackson, Michigan, herein called the respondent, had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The National Labor Relations Board, herein called the Board, issued a complaint dated June 25, 1937, and an amended complaint dated June 30, 1937, both signed by the Regional Director, alleging that

the respondent had engaged in the unfair labor practices stated in the charge. The complaints and accompanying notices of hearing were duly served upon the respondent and the Union.

Thereafter the respondent filed an answer dated June 30, 1937, and an amended answer dated July 3, 1937, denying that it had engaged in or was engaging in the alleged unfair labor practices or that its operations affect interstate commerce within the meaning of the Act. The respondent also filed two motions to dismiss the complaint, alleging, in part, that the Act is unconstitutional, that the charge does not comply with the requirements of Article II, Section 4 (c), of National Labor Relations Board Rules and Regulations—Series 1, as amended, and that the complaint is not based upon the charge.

Pursuant to notice, a hearing was held in Jackson, Michigan, from July 12 through July 20, 1937, before Harold R. Korey, the Trial Examiner duly designated by the Board. Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded all parties. At the close of the Board's case, the respondent renewed its motions to dismiss and made a number of additional motions which, in effect, set forth additional grounds for dismissal of the complaint. At the close of the hearing, counsel for the Board moved that the complaint be further amended to include the name of Bart Dorrell as one of the employees discharged for union activities and moved that the pleadings be amended to conform to the proof. Decision on the motions was reserved by the Trial Examiner.

On September 27, 1937, the Trial Examiner filed an Intermediate Report in which he found that the respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7); but that it had not committed unfair labor practices within the meaning of Section 8 (5). In the Intermediate Report, the Trial Examiner denied the various motions of the respondent for dismissal of the complaint; denied the motion of counsel for the Board for amendment of the complaint to include the name of Bart Dorrell; and granted the motion of counsel for the Board for amendment of the pleadings to conform to the proof. On September 27, 1937, the respondent filed exceptions to the Intermediate Report.

We have reviewed all the rulings made by the Trial Examiner on motions and on objections to the admissions of evidence, and find that no prejudicial errors were committed. One of the respondent's objections was that the charge did not contain a clear and concise statement of the facts constituting the alleged unfair labor practices affecting commerce as required by Article II, Section 4 (c), of the Rules and Regulations. The purpose of the requirement is to assure

the respondent due notice of the material facts. Since the complaint in this case contained a clear and concise statement of such facts and since a copy of the complaint was served upon the respondent a considerable time before the hearing, the respondent was not prejudiced by any paucity of facts in the charge. Another objection of the respondent was that the complaint was not based upon the charge. As to this, it is to be noted that the complaint and the charge allege precisely the same types of unfair labor practices on the part of the respondent and that the complaint was issued only after the charge was filed with the Board. The rulings of the Trial Examiner are hereby affirmed. The respondent's exceptions to the findings of the Trial Examiner in his Intermediate Report are disposed of by the findings which the Board makes, as stated below.

Upon the entire record in the case, the Board makes the following:

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE RESPONDENT

The respondent was incorporated in Michigan in 1925. Its plant was located in Jackson, Michigan, from November 1926 until June 1937. About June 16, 1937, the respondent began to move its stock and machinery from Jackson to Kendallville, Indiana, which is a distance of approximately 40 miles. By the middle of July 1937, the moving of the stock and machinery had been completed and the respondent was prepared to commence operations at the new location.

The respondent is engaged in the manufacture and sale of ladies' and children's rayon undergarments. It sells the undergarments principally to the S. S. Kresge Company, F. W. Woolworth Company, Morris Stores, J. J. Newberry, and G. C. Murphy. Over 50 per cent of the sales are to the S. S. Kresge Company, a Michigan corporation, which instructs the respondent to deliver directly to its stores in various parts of the country, and the greater portion of the goods thus sold are shipped to stores outside of Michigan. The F. W. Woolworth Company purchases approximately 25 per cent of the undergarments manufactured by the respondent, most of the goods being shipped to stores in Michigan.

The principal raw material used in the respondent's manufactured product is rayon. The respondent purchases this material from plants located in Cleveland, Ohio, and Beverley, New Jersey, shipments being made directly to the respondent's plant. The respondent spent \$62,086.12 for rayon during the first six months of 1937, and approximately \$50,000 for other raw materials, consisting of laces and trims, thread, elastic, and hose supports. During 1936, the gross

sales of the respondent were approximately \$780,000, approximately \$224,000 was expended for raw materials, and approximately \$133,000 was expended for production labor.

## II. THE UNION

During March 1937, there was talk among certain employees of the respondent about formation of a union, and about March 26 approximately 25 employees met at Labor Hall in Jackson with William Kics, representative of the "Automobile Workers' Union", to discuss the matter. About March 30 a second meeting was held, at which approximately 80 persons were present and at which application cards of the "Automobile Workers' Union" were signed by a considerable number of persons. The understanding was that such cards would be used until the arrival in Jackson of a representative of International Ladies' Garment Workers Union.

At a meeting held April 6, Abraham Plotkin, General Organizing Chairman in the Middle West for International Ladies' Garment Workers Union, was in attendance, and membership application cards furnished by Plotkin were signed by a number of persons. Another meeting was held April 14, at which persons who had previously signed cards of the "Automobile Workers' Union" were asked to sign cards of the International Ladies' Garment Workers Union, Local No. 278. In certain instances, union representatives copied names from the old cards to the new cards. According to application cards submitted in evidence at the hearing, 90 persons had signed application cards of the Union on April 14, and ten additional persons had signed such application cards prior to May 4. In addition, five signed but undated application cards were submitted in evidence.

## III. THE UNFAIR LABOR PRACTICES

### A. *Interference, restraint and coercion*

On March 30, 1937, which was four days after the first meeting held for the purpose of discussing organization of the employees of the respondent, notices were given production employees of the respondent, exclusive of members of the cutting room, that beginning March 31 and until further notice, the plant would be closed because of lack of business and the necessity for certain changes. On the following Friday, April 2, the employees went to the plant to receive their pay checks. At that time, the employees were called, some individually and some in small groups, into the offices of O. V. Lautzenhiser, President, or Clyde E. Walker, Secretary, and questioned concerning the Union and what they expected to gain by membership in it. Several employees testified that Lautzenhiser stated at such time that

he would never have a union in his shop and would close down first. Other employees testified that Lautzenhiser informed them that they could return to work the following Monday if, but only if, they refrained from joining the Union. Lautzenhiser denied that he made statements derogatory to the Union or that he threatened action against any one because of union membership or activity. Lautzenhiser admitted questioning employees concerning the Union and their membership, but stated that the only purpose of such questioning was to ascertain whether the employees actually desired the Union to represent them.

A number of employees testified that they had considerable work on hand at the time of their lay-off. At the hearing, Walker explained that even if some employees had work on hand, the vast number did not and that good business practice required the lay-off of all production employees except those in the cutting room. As indicative that the lay-off was not because employees had engaged in union activity, the officers of the respondent pointed out that even though the cutters were among those most active in the Union the cutting room was not affected by the lay-off.

On Saturday, April 3, William Kics and a committee of employees designated by the Union conferred with Lautzenhiser relative to opening the shop and taking back all workers regardless of union affiliation. The conferees were concerned particularly with the return to work of Georgia Tripp, Marie Freeman, Margaret Spradlin, and Helen Nichols. Lautzenhiser stated that the shop would open again Monday, April 5, and agreed to a return to work of all employees. The shop did in fact reopen April 5 and all employees were permitted to resume work at that time.

Although there is evidence in the record that the lay-off of the production workers from March 31 to April 5 was designed to discourage employees from union membership and activity, the evidence is insufficient to support a finding that such was its purpose. The lay-off must, therefore, be deemed a proper one in the course of operation of the respondent's business.

There is, however, sufficient evidence to support a finding that Mr. Lautzenhiser attempted to interfere with organizational activities of the employees by remarks derogatory to the Union, by threats as to action which might be taken if union activity continued, and by questioning employees concerning the Union and their activities relative thereto.

At noon April 7, two days after resumption of work following the lay-off, a large number of employees of the respondent went on strike and almost immediately thereafter picket lines were established. Although several employees testified that they went on strike because they desired higher wages, the record indicates with

reasonable clarity that the strike was the result of the discharge on that day of six cutters and one machinist because of their union membership and activity. Facts as to the discharge are discussed more fully subsequently. Although the respondent attempted to continue operations at the plant, the strike and picket line made impossible anything approximating normal operation and the plant was entirely closed down on or about May 4, 1937.

The respondent brought proceedings in the Circuit Court at Jackson against the Union and various individuals to enjoin the picketing and alleged acts of violence, threats, intimidation, and coercion. A hearing was had in connection with such injunction on April 13, 1937, at which the Court suspended decision on the basis of an agreement of the respondent and the Union to attempt to settle their difficulties out of court. Thereafter, beginning April 13 and extending over a period of weeks, negotiations were had between representatives of the Union and the respondent. Representatives of the Chamber of Commerce of Jackson and State officials took part in some of the discussions. During the course of the negotiations, the respondent agreed to reinstate all employees whether union members or not and to do so without discrimination. The Union, however, refused to agree to return of the employees until some definite agreement was reached upon the entire matter of wages, lay-offs during slack seasons, and employment of new personnel. It is not clear from the record precisely on what date the respondent offered reinstatement of all workers without discrimination, but the indications are that such offer was first made at a conference on the night of April 13 and hence that the reinstatement was to begin April 14, 1937.

On May 4, 1937, while negotiations were still pending, the respondent filed in the Circuit Court for the County of Jackson, Michigan, a petition for dissolution of the Company, appointment of a temporary receiver, and distribution of assets. The respondent contended that such action was imperative inasmuch as high rental, increased costs of materials, and uncertain labor conditions had resulted in operation at a considerable loss. Evidence was submitted showing that the respondent lost approximately \$18,956 during the six-month period ending June 30, 1937.

Certain of the stockholders protested dissolution of the Company and urged that attempts be made to find another location where rentals were lower and operating conditions more feasible. Under a lease expiring July 1, 1937, with an option to renew, the respondent paid an annual rental of \$10,800 for approximately 76,000 square feet of space. Walker testified that, in accordance with the wishes of the stockholders, officials of the respondent attempted to secure better rental terms in Jackson, but such attempts proved fruitless. Thereafter, the officials sought other locations and found a building in

Kendallville, Indiana, containing approximately 60,000 square feet of space at a much lower rental. Kendallville is located approximately 40 miles from Jackson. On June 1, 1937, the respondent notified its lessor in Jackson that it would not exercise its option to renew and thereafter signed a lease for the location in Kendallville. The lease provided for payment of \$150 per month for two years and payment of \$200 per month for a third year. It also gave the respondent an option to purchase the property for \$12,500 during the first year, \$15,000 during the second year, and \$20,000 during the third year. The respondent obtained a dismissal of its petition for dissolution of the Company, and about June 19, 1937, began moving its stock and machinery to Kendallville. At the time of the hearing, the respondent was about ready to begin operations at the new location.

The complaint, as amended, alleges that the respondent did for the purpose of intimidating and coercing its employees in the exercise of the rights guaranteed them in Section 7 of the Act, and particularly, for the purpose of evading and avoiding collective bargaining with the Union, threaten to close its factory at Jackson, Michigan; file a petition in the Circuit Court for the County of Jackson, Michigan, for dissolution of the corporation; later voluntarily withdraw such petition; make plans and arrangements on or about June 18, 1937, to move its factory to Kendallville, Indiana; and since June 18, complete arrangements to move the factory to Kendallville. It alleges also that such actions had the effect of intimidating, coercing, and interfering with the exercise by the employees of the rights guaranteed as aforesaid. Although the actions of the respondent, particularly when considered together with its other activities discussed herein, give rise to considerable suspicion concerning the respondent's motives and purposes, there is not an adequate showing in the record to support the allegations contained in the complaint. We must, therefore, conclude upon the basis of the record that the court petition, the removal of the plant, and the other acts were the result of the high rentals and costs of operation in Jackson and the fact that continued operation in Jackson meant continued operation at a loss.

On the basis of the foregoing, we find, however, that the respondent interfered with the organizational activities of its employees by remarks derogatory to the Union, by threats as to action which might be taken if union activity continued, and by questioning employees concerning the Union and their activities relative there. The respondent has therefore interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### B. *The discharges*

*Georgia Tripp, Marie Freeman, Helen Nichols, Margaret Spradlin.*  
The complaint alleges that on or about April 1, 1937, the respondent

discharged Georgia Trip, Marie Freeman, Irene Nichols, and Margaret Spradlin, all employed by the respondent at its Jackson plant,<sup>1</sup> for the reason that each of them joined and assisted the Union and engaged in concerted activities with other employees in the Jackson plant for the purpose of collective bargaining and other mutual aid and protection. The only possible support in the record for such allegations is found in the testimony of Marie Freeman. She testified that on Thursday, April 1, 1937, after the commencement of the lay-off, she and the other three employees were jointly informed by Lautzenhiser that he would not run a union shop and that he "didn't have to have anybody working for me that I don't want to, and if I never need you girls, I don't have to call you". She testified also that the four employees deemed such to be the equivalent of a discharge. She conceded, however, that Mr. Lautzenhiser at no time stated that the four were discharged. It would appear, therefore, on the basis of Marie Freeman's testimony that Lautzenhiser threatened discharges, but that he did not actually discharge the employees. Lautzenhiser denied making any of the statements attributed to him by Marie Freeman.

Since, as indicated heretofore, we do not find that the lay-off on March 31, 1937 was for the purpose of interference with union organization of the respondent's employees, but was a normal operation during a slack period, the four employees in question can not be deemed to have been discharged at the time of or by virtue of the lay-off. This latter consideration is mentioned for the reason that it is not entirely clear whether the allegation of the complaint relative to the discharge of the four employees is predicated upon the words attributed to Lautzenhiser or upon the lay-off of March 31. As noted heretofore, the four employees in question were rehired on April 5 with the other production employees.

*Archie Bell, Thomas Floyd Fitch, Deyo Lovell, Enos Price, Richard Duckworth, Lynn C. Dutton.* On the morning of April 7, 1937, Paul Duckworth, foreman of the cutting room, discussed with the six employees of the cutting room their participation and membership in the Union and spoke strongly against the Union. The cutters were at the time members of the Union and active participants in its affairs. It is clear from the record that Duckworth knew of such facts. Several cutters testified that Duckworth left the cutting room shortly thereafter stating that he would see what Lautzenhiser had to say about the matter. After a stay of approximately ten minutes in Lautzenhiser's office, Duckworth returned to the cutting room and informed Archie Bell, Thomas Floyd Fitch, Deyo Lovell, Enos Price, Richard Duckworth, and Lynn C. Dutton that they were

<sup>1</sup> In the transcript Georgia Trip is referred to as Georgia Tripp and Irene Nichols is referred to as Helen Nichols.

laid off.<sup>2</sup> Several cutters testified that Duckworth stated that Lautzenhiser said to lay the cutting room off. According to the testimony of Lautzenhiser, Paul Duckworth was drunk the morning in question, he had been instructed to go home until sober, and in any event he was without authority to lay off employees, such authority being vested only in himself and Walker. The conclusion is inescapable, however, that both Lautzenhiser and Walker knew of the action taken by Duckworth and that they did nothing to rectify the situation. We find that the six named cutters were discharged by the respondent because of their union membership and activities.

*Ralph Bashe.* A few hours after the discharge of the cutters, Lautzenhiser informed Ralph Bashe, machinist and president of the Union, that he was fired and "should never come back". Lautzenhiser offered no reason for Bashe's discharge. Bashe's testimony that he was discharged because he was a member of the Union and an active participant in its activities was not challenged. We find that he was discharged because of such membership and activity.

We find that the respondent has discriminated with respect to hire and tenure of employment against the six cutters and the machinist named in the complaint, as amended, thereby discouraging membership in a labor organization, and that by such acts, respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

### *C. The refusal to bargain collectively*

#### 1. The appropriate unit

The complaint alleges that all of the production workers together constitute a unit appropriate for the purposes of collective bargaining. The respondent does not assert that any other unit is the proper one. All the production workers are apparently eligible to membership in the Union.

We find that the production workers employed by the respondent, excepting supervisory and clerical employees, constitute a unit which is appropriate for the purposes of collective bargaining, and that such unit insures to the employees the full benefit of their right to self-organization and to collective bargaining, and otherwise effectuates the policies of the Act.

#### 2. Representation by the Union of the majority in the appropriate unit

Mr. Walker, the respondent's secretary, testified that the pay roll as of April 7, 1937, the day of the strike, contained the names of

<sup>2</sup> In the complaint, as amended, Thomas Floyd Fitch is referred to as Floyd Fitch, Deyo Lovell is referred to as Dyzo Lovell, Enos Price is referred to as Erios Price, and Lynn C. Dutton is referred to as Lynne Dutton.

179 production employees. He testified further that the normal number of employees during the peak season varied from 250 to 300. The latter figures apparently included some non-production workers. Membership application cards of the Union submitted in evidence show that 90 cards were signed on or prior to April 14, 1937, and that ten additional cards were signed prior to May 4, 1937. Four undated membership application cards were submitted in evidence. It is not clear from the record precisely how many persons were members of the Union at the time of the strike which began April 7.

Although testimony at the hearing indicated that 179 production employees were on the pay roll at the time of the strike and that the names of 90 or more persons were on membership application cards of the Union at that time or shortly thereafter, no comparison was made of the names on the pay roll and the names on the cards. Since the strike occurred during the slack season, it is entirely possible that a number of the names on the cards were those of persons not then employed by the Company. All the cards submitted in evidence, moreover, were not signed by the persons whose names appeared thereon. In certain instances, names were copied on union cards from names appearing on application cards of the "Automobile Workers' Union". It is not clear, therefore, whether the Union at any time represented a majority of the employees in the appropriate unit. Since it is clear, as noted below, that the respondent did not refuse to bargain, a definite determination on the question of a majority is not necessary.

### 3. The refusal to bargain

On April 13, 1937, definite negotiations were begun between the respondent and the Union with regard to an agreement covering the matter of wages, hours, and working conditions. The negotiations continued regularly over a period of weeks until May 22, 1937. The Union representatives insisted throughout the negotiations upon either a closed-shop or a preferential shop. The respondent stated its willingness to meet many of the Union demands, but was not willing to sign an agreement for a closed-shop or a preferential shop. The respondent suggested an agreement providing that lay-offs during slack seasons and rehiring be on the basis of seniority. The record establishes that the respondent acted in good faith in the negotiations and honestly attempted to reach an agreement with the Union.

We find that the respondent has not refused to bargain collectively with the Union as the exclusive representative of its production employees.

The portion of the complaint, as amended, which charges that respondent refused and does now refuse to bargain collectively with the Union as the representative of the employees in the appropriate unit will be dismissed.

#### IV. EFFECT OF UNFAIR LABOR PRACTICES UPON COMMERCE

We find that the activities of respondent set forth in Section III A and B above, occurring in connection with the operations of respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### THE REMEDY

In addition to an order to cease and desist from its unfair labor practices, we shall affirmatively require respondent to pay back pay, respectively, to the six cutters and the machinist whom we have found were discriminately discharged, from the date of their discharges to April 14, 1937, the date of the offer of reinstatement.

It was pointed out in Section III above that on the night of April 13 the respondent apparently offered reinstatement beginning April 14, 1937, to all employees, including the six cutters and the machinist. No order to offer reinstatement will, therefore, be made.

As to the four women workers named in the complaint, the complaint will be dismissed.

#### CONCLUSIONS OF LAW

Upon the basis of the foregoing findings of fact, the Board makes the following conclusions of law:

1. International Ladies' Garment Workers Union, Local 278, is a labor organization, within the meaning of Section 2 (5) of the National Labor Relations Act.

2. The respondent, by discriminating in regard to the hire and tenure of employment of Archie Bell, Thomas Floyd Fitch, Deyo Lovell, Enos Price, Richard Duckworth, Lynn C. Dutton, and Ralph Bashe, and thereby discouraging membership in a labor organization, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

3. The respondent, by interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

5. The respondent has not engaged in and is not engaging in unfair labor practices within the meaning of Section 8 (3) of the Act as to the alleged discharges of Georgia Tripp, Marie Freeman, Helen Nichols, and Margaret Spradlin.

6. The respondent has not engaged in and is not engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

### ORDER.

On the basis of the findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that Trenton Garment Company and its officers, agents, successors, and assigns, shall:

1. Cease and desist from discouraging membership in International Ladies' Garment Workers Union, Local 278, or any other labor organization of its employees, by discharging any of its employees by reason of their membership, past or present, in the International Ladies' Garment Workers Union, Local 278, or any other labor organization or by discriminating in any other manner in regard to their hire or tenure of employment.

2. Cease and desist from in any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

3. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Make whole Archie Bell, Thomas Floyd Fitch, Deyo Lovell, Enos Price, Richard Duckworth, Lynn C. Dutton, and Ralph Bashe for any loss of pay they have suffered by reason of the respondent's discrimination in regard to their hire or tenure of employment, by payment to each of them, respectively, of a sum of money equal to that which he would have earned as wages during the period from the date of such discrimination to the date of the offer of reinstatement, less any amount he may have earned during such period;

(b) Post immediately notices to its employees in conspicuous places throughout its plant, stating that the respondent will cease and desist in the manner aforesaid, and maintain such notices for a period of at least thirty (30) consecutive days from the date of posting:

(c) Notify the Regional Director for the Seventh Region within ten (10) days from the date of this order what steps the respondent has taken to comply herewith.

And it is further ordered that the complaint be, and it hereby is, dismissed (1) in so far as it alleges that the respondent has discriminated against persons other than the seven referred to in Paragraph 3 (a) above; and (2) in so far as it alleges that the respondent has engaged in an unfair labor practice within the meaning of Section 8 (5) of the Act.